

Walnut – SalesLoft - Free Trial Terms of Service

These Terms of Service ("ToS") govern the access and use of Walnut's Services (as defined below), and are entered into by you ("Customer" or "You") and Walnut (as defined below), each a "Party" and together, the "Parties".

By accessing or using the Services you agree to be bound by these ToS, which may be updated from time to time, at Walnut's sole discretion. Your continued access to and use of the Services indicate that you have read and agreed to all such updates. **IF YOU ARE USING THE SERVICES ON BEHALF OF A COMPANY, ORGANIZATION, OR OTHER ENTITY, THEN (A) THE TERM "YOU" INCLUDE YOU AND THAT ENTITY, AND (B) YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THESE TOS AND THAT YOU AGREE TO THESE TOS ON SUCH ENTITY'S BEHALF.**

1. Definitions.

- 1.1. "Authorized User" means an employee of the Customer who is authorized by the Customer to use the Services.
- 1.2. "User Account" unique user account which have been registered by the Authorized User under the Customer's account.
- 1.3. "Documentation" means materials, user guides, manuals, drawings and any documentation related to the Services or any parts thereof, provided by Walnut.
- 1.4. "Insights" means any and all insights, analytics, conclusions, distinctions, reports, ratings, indexing, and scores, produced by Walnut, which relate to the Customer's prospects' interactions with demos created through the Services.
- 1.5. "Service(s)" means any of Walnut products and/or services, whether in exchange of payment or otherwise, separately and collectively. For the avoidance of doubt, any services and/or products provided by Walnut to Customer, which do not qualify as Services hereunder, will be governed by a separate written agreement to be entered into by the Parties.
- 1.6. "Service Material" means any elements, such as demos, text, data, software, graphics, logs, software, Documentation, and/or information of or provided through the Services.
- 1.7. "Term" means a period of twelve (12) months as of the date you accept this Terms of Service.
- 1.8. "Walnut" means one of the following: (i) if the Customer is established in the United States: Walnut Tech Inc.; a Delaware corporation; or (ii) if the Customer is established in any other country: Walnut Ltd., an Israeli corporation.
- 1.9. "Walnut Data" means Walnut's proprietary data (including Insights) and/or confidential data obtained by Walnut and/or licensed to it from third parties, underlying its products and services.
- 1.10. "Walnut IP" means all worldwide intellectual property rights in and to the Platform, Services, Services Materials, Walnut Data, and any part thereof, and all software, technical innovations, modifications, enhancements, derivatives, versions, bug fixes, customizations, improvements, and updates thereto, whether registered or unregistered.
- 1.11. "Platform" means Walnut's proprietary demo creation and sales experience platform.
- 1.12. "User Content" means materials, information, and content uploaded to the Platform by the Customer and its Authorized User, including without limitation, images, pictures, and data.

2. **Limited License.** Subject to full compliance with this ToS, Walnut grants Customer a limited, non-exclusive, non-transferable, and revocable license to access and use the Services, during the Term, solely for displaying Customer's demos created through the Platform on <https://marketplace.salesloft.com/>. The license granted herein is **for one Authorized User only**. Customer shall have no other rights with respect to the Platform and Services, including without limitation, any right to disclose, use, copy, distribute, display, commercialize, sell or otherwise furnish the Services and/or Platform and/or Service Materials, or any portion or derivative thereof, to third parties, or to exploit in any way the content of the Platform and Service Materials.

3. **Restrictions.** Customer may not use the Services or any Service Material in any manner and for any purpose except as expressly set forth in these ToS. Unless explicitly approved by Walnut in writing,

Customer may not reproduce, sell, rent, publicly perform, display, disseminate, distribute, broadcast, retransmit or circulate the Services, or any parts thereof or provide access thereto to any third party. Customer shall not, and shall not permit any third party, to: (a) use the Services to develop any similar or competitive service; (b) use the Services in violation of applicable law or of any third party's rights; (c) attempt to modify, frame, republish, transmit or distribute the Services, or any portion thereof, including Walnut Data and Service Materials, or create derivative works from the Services; (d) circumvent any security or access control mechanism of the Platform (by way of 'virtualization', 'multiplexing', 'pooling' or otherwise), or any part thereof; or (e) harvest, collect or mine information about users of the Platform and Services. In the event a User Account is provided as part of the Services, Customer (i) may not permit use of or access to the Customer's User Account by a third party; and (ii) shall keep, and cause its Authorized User to keep, in strict confidence the login initials for the User Account and shall be responsible for any activities or actions under the User Account, including without limitation, unauthorized use of the User Account by third parties.

4. **Acceptable User Content Policy.** Customer is fully and solely responsible and liable for any User Content uploaded to the Platform, or any part thereof. Customer represents and warrants that: (a) it will hold all right, license and/or consent required under applicable law to provide Walnut with the User Content; (b) the User Content will comply with all applicable laws and regulations; and (c) Walnut's use of the User Content in accordance with this ToS does not and will not infringe upon any third party's right. User Content must not: (a) violate any third-party rights (including intellectual property, confidentiality and privacy rights); (b) be defamatory of any person; (c) be obscene, offensive, hateful or inflammatory; (d) bully, insult, intimidate or humiliate; (e) promote sexually explicit materials; (f) promote violence; (g) promote discrimination of any kind; (h) be used for deceiving any person or entity; (i) promote any illegal activity; (j) be in contempt of court; (k) be threatening, abusive or invade another's privacy or cause annoyance, inconvenience or needless anxiety; (l) be likely to harass, upset, embarrass, alarm or annoy any other person; (m) lead to the impersonation of any person or the misrepresentation of Customer's identity or affiliation with any person; and (n) contain and/or introduce any viruses and/or malware and/or trojan horse and/or any other type of malicious / harmful code, component or element. Any violation of the Acceptable Content Policy detailed herein may result in: (i) the immediate removal of breaching User Content and/or suspension and/or termination of the Services, at Walnut's sole discretion; (ii) the disclosure of Customer's identity to any third party who is claiming that any content and/or data provided by Customer constitutes a violation of their rights; and (iii) any other action Walnut reasonably deems appropriate. Walnut does not endorse any User Content or any opinion, recommendation, or advice expressed in any User Content and expressly disclaims any and all liability in connection with the User Content.
5. **Intellectual Property Ownership.** **Walnut IP.** Walnut and its licensors, as the case may be, own all rights, title, and interest in and to Walnut IP, as defined above. Customer and Authorized User may not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform, Service Materials, or other materials, if any. Nothing in these ToS shall be interpreted to provide Customer or any Authorized User with any rights in the Walnut IP, the Platform or Services, except to the limited license granted under Section 1 above. **Customer IP.** As between the Parties, the User Content shall be the sole property of the Customer. **Client Feedback.** Any and all data, information, materials, feedback and insights Customer and/or Authorized User may share with Walnut, with regards to the Services or otherwise, either in tangible, electronic, oral, visual or any other form, such as comments, product comparisons, performance testing results, defects or bug reports, functional or feature requests, benchmarks, ideas, suggestions, critiques and recommendations, etc. ("**Customer Feedback**") is entirely voluntary. Customer agrees that: (i) Walnut may freely use any Customer Feedback in perpetuity and without any obligations to Customer, and may further disclose, reproduce, license, distribute and otherwise commercialize and exploit all Customer Feedback, in any Walnut products and/or services in perpetuity and without any obligations to Customer; and (ii) Walnut shall be the sole owner of any improvement, modification, invention and/or development relating to its products and/or services (whether patentable or not) made on the basis of or in connection with Customer Feedback
6. **Confidentiality Obligations.** Each of Customer and Walnut (each, a "**Recipient**") may have access to certain non-public, proprietary, confidential and/or trade secret information, data and materials regarding the technology, business and/or future plans of the other Party (the "**Disclosing Party**"), provided or made accessible in any manner or form, ("**Confidential Information**"). Recipient agrees for

the term of these ToS and for three years thereafter to (a) not disclose the Confidential Information to any third party, except its employees, directors, officers, corporate affiliates, advisors or consultants (collectively, the “**Representatives**”) and provided that such Representatives have a need to know the Confidential Information to fulfill Recipient’s obligations hereunder, are subject to written agreements containing non-disclosure and non-use obligations substantially similar to those set forth herein and the Recipient remains responsible for the breach of confidentiality by the Representative; (b) at all time take similar measures to keep the Confidential Information confidential that Recipient makes in respect of its own confidential information, which measures shall be no less than industry standard; and (c) not make any use of the Confidential Information except in accordance with these ToS. Notwithstanding anything else to the contrary in these ToS, Confidential Information shall not include information (i) already lawfully known to or independently developed by Recipient without access to or use of Confidential Information of the Disclosing Party, (ii) disclosed in published and publicly available materials, (iii) generally known to the public, (iv) lawfully obtained from any third party without restrictions, or (v) required to be disclosed by an order of a competent court, provided that Recipient shall provide the Disclosing Party with prompt written notice of such requirement and cooperate with Disclosing Party as required to challenge such requirement or obtain a protective order. Upon request from the Disclosing Party, all Confidential Information shall be returned to the Disclosing Party or destroyed.

7. **Privacy and Data Protection.** By accessing or using the Services you agree to be bound by Walnut’s [Privacy Policy](#) (“**Privacy Policy**”). The Privacy Policy governs Walnut’s processing and transfer of data collected in connection with Walnut’s Services, technologies, Platform, and website. Customer assumes sole responsibility for providing any notices to its employees or Authorized Users and obtaining any employee or Authorized User consents and taking any other actions in connection with Customer’s employees or Authorized Users, that may be required under applicable privacy, data protection and other laws, in order to legitimize and permit collection and processing of Personal Data, as described in the Privacy Policy.
8. **Disclaimer.** THE SERVICES ARE PROVIDED “AS IS”. NEITHER WALNUT NOR ANY OF ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WALNUT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF WALNUT. CUSTOMER ACKNOWLEDGES AND AGREES THAT WALNUT IS NOT A DATA RETENTION SERVICE. CUSTOMER MUST CREATE BACKUPS OF ITS DATA, AND WALNUT SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN RESPECT OF ANY LOSS OF OR DAMAGE TO ANY CUSTOMER DATA, INCLUDING BUT NOT LIMITED TO USER CONTENT.
9. **Term and Termination.** These ToS will be in effect during the Term as defined in Section 1.7 above. Notwithstanding the above, each Party may terminate this ToS for convenience by providing 30 days prior written notice to the other Party. Walnut may suspend the Authorized User or terminate these ToS immediately and without notice in the event it suspects Customer is in breach of these ToS. **Effect of Termination.** Upon the expiration or termination of these ToS for any reason, Walnut shall terminate Customer’s Authorized User Accounts and, Customer’s Authorized User shall have no further access to the Platform, Services, Services Materials, or User Content available thereon. **Survival.** Sections 5, 6, 8, and 11 shall survive the expiration or termination of these ToS, for any reason.
10. **Indemnification.** Customer will indemnify, defend and hold Walnut harmless from and against any third-party claims relating to Customer’s: (i) violation of applicable law; and/or (ii) use of the Services and/or User Content in breach of these ToS. Walnut shall (i) promptly notify Customer of any claim for which it is seeking indemnification, (ii) provide Customer with information, assistance and cooperation in defending the claim at Customer’s cost, and (iii) grant Customer sole control of any such claim; provided, however, that Customer may not settle any claim without the consent of Walnut (such consent not to be unreasonably conditioned, withheld or delayed). Walnut may be represented in any such proceeding by counsel of its own choosing at its own expense.
11. **Limitation of Liability.** IN NO EVENT SHALL WALNUT OR ITS LICENSORS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONSULTANTS HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE PLATFORM AND SERVICES OR THE ARRANGEMENTS CONTEMPLATED HEREIN, INCLUDING IN

RESPECT OF LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR LOST DATA. WALNUT'S OR ITS LICENSORS' MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT AND/OR ANY CAUSE OF ACTION IS LIMITED TO FEES ACTUALLY RECEIVED BY WALNUT FROM THE CUSTOMER IN RESPECT OF THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CAUSE OF ACTION. AS SUCH, IF CUSTOMER HAS MADE NO PAYMENTS DURING THE TERM, WALNUT SHALL HAVE NO LIABILITY IN RESPECT THEREOF.

12. **Notices.** Any required notices pursuant to these ToS may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.
13. **Miscellaneous.** These ToS set forth the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements or understandings between the parties regarding such matters. No amendments or waivers shall be effective unless in writing and executed by both parties. Walnut may assign all of its rights and obligations under these ToS to a purchaser of all or substantially all of Walnut's assets or share capital. Customer and Authorized User may not assign any rights or obligations under these ToS to any third party and assignments in violation of the foregoing shall be void. Nothing in these ToS creates any agency, employment, joint venture, or partnership relationship between the parties. These ToS shall be governed by the laws of the State of Delaware without regard to conflicts of law provisions thereof. The parties agree that the competent courts in the State of Delaware shall have exclusive jurisdiction regarding all disputes hereunder, and the parties expressly consent to such jurisdiction. If any part of these ToS is found invalid or unenforceable by a court of competent jurisdiction, such part shall be interpreted to give maximum effect to its terms as possible under applicable law, and the remainder of these ToS shall remain in effect.

Last updated: November 2022